



**SOLICITATION NO. 98-SI-30-12330**

**UPGRADING MECHANICAL EQUIPMENT  
CENTRAL SECTION  
HOOVER POWERPLANT  
BOULDER CANYON PROJECT  
ARIZONA AND NEVADA**

**LOWER COLORADO REGIONAL OFFICE  
BOULDER CITY, NEVADA**

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**1998**

**UPGRADING MECHANICAL EQUIPMENT  
CENTRAL SECTION  
HOOVER POWERPLANT  
BOULDER CANYON PROJECT  
ARIZONA AND NEVADA**

**FOREWORD**

The work is located at Hoover Dam, approximately 7 miles east of Boulder City, Nevada. Principal features of the work include removing existing jet pumps, eductors, piping, steel supports; installing new eductors, piping, valves, steel supports; and repairing plug valves, gate valves and check valves.

Unusual conditions may require divers and monitoring of leakage in work areas below the Colorado River water surface while removing equipment normally used to remove leakage or hold the river back.

**FOR DATE AND PLACE OF BID OPENING, SEE "SOLICITATION, OFFER, AND AWARD,"  
STANDARD FORM 1442.**

**FOR INFORMATION REGARDING BUREAU OF RECLAMATION'S PUBLICATION  
"RECLAMATION SAFETY AND HEALTH STANDARDS" (1993 EDITION) WHICH IS  
APPLICABLE TO WORK UNDER THIS CONTRACT, SEE CLAUSE AT "WBR 1452.223-81  
SAFETY AND HEALTH".**

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## SECTION A - SOLICITATION, OFFER, AND AWARD (Standard Form 1442)

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. <b>98-SI-30-12330</b>	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED April 14, 1998	PAGE 9	OF 269	PAGES
	<b>IMPORTANT</b> - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.		
7. ISSUED BY <b>Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470</b>		CODE LC-3113	8. IF MAILED BY U.S. POSTAL SERVICE (USPS), ADDRESS OFFER TO <b>Bureau of Reclamation Lower Colorado Region P.O. Box 61470 (Attn: LC-3113) Boulder City NV 89006-1470</b> <small>IF OFFER MAILED BY OTHER THAN USPS, SEE MAILING INSTRUCTIONS IN ITEM 10.</small>			
9. FOR INFORMATION CALL:	A. NAME <b>Beverly Nelson</b>		B. TELEPHONE NO. (NO COLLECT CALLS) <b>(702) 293-8524</b>			

## SOLICITATION

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS:

### 98-SI-30-12330--UPGRADING MECHANICAL EQUIPMENT--CENTRAL SECTION HOOVER POWERPLANT-BOULDER CANYON PROJECT, ARIZONA-NEVADA

Offers will be received by the Bureau of Reclamation at the Lower Colorado Regional Office, Annex Building, Room AA-107, Nevada Highway & Park Street, Boulder City, Nevada.

Express-mailed offers should be addressed to the Bureau of Reclamation, Lower Colorado Regional Office, Attention: LC-3113, 400 Railroad Avenue, Boulder City, Nevada 89005. Offers mailed via the United States Postal Service should be mailed at least 5 days prior to the date offers are due and addressed as indicated in item 8 above.

Hand-carried offers should be delivered to the Bureau of Reclamation, Lower Colorado Regional Office, Nevada Highway and Park Street, Annex Building, Room AA-107, Boulder City, Nevada.

Estimated Cost Range of this Project: \$500,000 to \$1 million.

**THE AWARD FOR THIS SOLICITATION WILL BE MADE PURSUANT TO THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.**

11. The Contractor shall begin performance within <u>30</u> calendar days and complete it within <u>270</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <b>(See Paragraph F.2)</b>	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  15
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by <b>2:00</b> pm local time <u>May 14, 1998</u> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CEC No.:

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

SEE BIDDING SCHEDULE

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.												
DATE												

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

See Par. G.8

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

26. ADMINISTERED BY

CODE

LC-3113

U.S. Department of the Interior  
Bureau of Reclamation  
Lower Colorado Regional Office  
P.O. Box 61470  
Boulder City, Nevada 89006-1470

27. PAYMENT WILL BE MADE BY

CODE

D-7734

U.S. Department of the Interior  
Bureau of Reclamation  
Reclamation Service Center  
P.O. Box 2705  
Denver CO 80235-0045

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**☐

28. NEGOTIATED AGREEMENT (Contractor is required to sign this

document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☒

29. AWARD (Contractor is not required to sign this document.)

Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN  
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD  
DATE

BY

STANDARD FORM 1442 BACK (REV. 4-85)

PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES

B.1 WBR 1452.214-910 THE REQUIREMENTS--BUREAU OF RECLAMATION--  
LOWER COLORADO REGION (NOV 1996)

(a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.

(b) Bidders are cautioned to carefully review the bid submission requirements contained in Section L. Failure to comply with these requirements may result in a bid being declared nonresponsive.

(c) The quantities stated in the schedule(s), other than those identified as "lump sum," are estimated quantities for comparison of bids, and except as provided in the clause "Variation in Estimated Quantity," no claim shall be made against the Government for variations in the quantities stated.

(d) The Section H clause entitled "Payment for Mobilization and Preparatory Work" applies to schedule item(s) for Mobilization and Preparatory Work.

(e) Bidders are advised to carefully read paragraph (d) of the FAR clause 52.214-19 regarding materially unbalancing of bids.

## B.2 THE SCHEDULE

## SCHEDULE

Item	Work or Material	Quantity and Unit	Unit Price	Amount
1	Mobilization and preparatory work	For the lump sum of		\$
2	Removing and disposing of existing materials	For the lump sum of		\$
3	Unwatering sump	For the lump sum of		\$
4	Furnishing and erecting structural steel	For the lump sum of		\$
5	Furnishing and installing new miscellaneous metalwork	2,500 lb	\$	\$
6	Removing and disposing of the existing jet pumps and eductors and associated equipment	For the lump sum of		\$
7	Furnishing and installing piping, valves and eductors	For the lump sum of		\$
8	Dismantling, cleaning and repairing valves	For the lump sum of		\$
TOTAL FOR SCHEDULE				\$

B.3 WBR 1452-214.908 BIDDING SCHEDULE COMPLETION INSTRUCTIONS--BUREAU  
OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

NOTE OF CAUTION TO BIDDERS: When completing the bid schedule, the price entered in the "Amount" column shall be the mathematical product of the quantity multiplied by the unit price. Rounding up or down is not permitted. If a price entered in the "Amount" column has been rounded, the Contracting Officer will correct such amount, pursuant to the bid preparation provision(s) in Section L for the purposes of determining the apparent low bidder, and any such corrections will appear on the contract award document.

SECTION C - STATEMENT OF WORK/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Statement of Work/Specifications contained in Section J, Attachment No. 1.

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION



## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

#### 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

### E.2 WBR 1452.223-80 ASBESTOS-FREE WARRANTY--BUREAU OF RECLAMATION (OCT 1992)

(a) The Contractor warrants that all items delivered, or work required by the contract shall be free of asbestos in any form whatsoever except for the use of asbestos cement pipe.

(b) The Contractor may request the Contracting Officer to approve an exception to this prohibition when an asbestos-free product is not available. Such requests shall be fully documented and submitted as soon as possible after the Contractor determines that an asbestos-free product is not available. Contracting Officer disapproval of a request for an exception shall be final and not subject to the Disputes clause of this contract.

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.211-13 TIME EXTENSIONS (APR 1984)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

52.242-14 SUSPENSION OF WORK (APR 1984)

## F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The contractor shall be required to (a) commence work under this contract within 30 calendar days after the date the contractor receives notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 270 calendar days from date of receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

## F.3 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$500 for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 WBR 1452.242-900 GOVERNMENT ADMINISTRATION PERSONNEL--BUREAU  
OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

The contracting office representative responsible for overall administration of this contract is:

Beverly Nelson, (LC-3113)  
Bureau of Reclamation  
P.O. Box 61470  
Boulder City NV 89006-1470  
Phone No.: 702-293-8524  
Faxogram No. 702-293-8499

G.2 WBR 1452.242-901 CONTRACTOR'S ADMINISTRATION PERSONNEL--BUREAU OF  
RECLAMATION--LOWER COLORADO REGION (NOV 1996)

The designated contractor official who will be in charge of overall administration of this contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone No.: (    )    - \_\_\_\_\_  
Faxogram No.: (    )    - \_\_\_\_\_

G.3 WBR 1452.242-902 CONTRACTOR'S PAYMENT PERSONNEL--BUREAU OF  
RECLAMATION--LOWER COLORADO REGION (NOV 1996)

The designated Contractor official who may be contacted for bank account and/or payment information is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone No: (    )    - \_\_\_\_\_  
Faxogram No.: (    )    - \_\_\_\_\_

G.4 WBR 1452.242-903 REMITTANCE ADDRESS--BUREAU OF RECLAMATION-LOWER COLORADO REGION (NOV 1996)

The complete mailing address to which remittances should be mailed if such address is other than that included in the SF-1442 is:

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G.5 WBR 1452.201-80 AUTHORITIES AND LIMITATIONS--BUREAU OF RECLAMATION (JUL 1993)

(a) All work shall be performed under the authority exercised by the Contracting Officer who has been appointed in accordance with the requirements of the Department of the Interior Acquisition Regulation (DIAR) 1401.603 (48 CFR 1401.603).

(b) The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of authority delegated for purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

(c) The Contractor shall, without unnecessary delay, comply with any written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of their appointment memorandum. Such orders or direction include, but are not limited to, instructions, interpretations, approvals, or rejections associated with work under this contract including requirements for submission of technical data, shop drawings, samples, literature, plans, or other data required to be approved by the Government under this contract.

(d) (1) If the Contractor receives direction for work under this contract (including any written or oral orders it regards as a change order under the Changes clause of this contract) and it considers such direction to have been issued without proper authority (including instances where it believes delegated authority has been exceeded), it shall not proceed with the direction and shall notify the Contracting Officer within five (5) working days of receipt of the direction. On the basis of the most accurate information available to the Contractor, the notice shall state--

(i) The date, nature, and circumstances of the direction received;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such direction;

(iii) The identification of any documents and the substance of any oral communication involved in such direction;

(iv) The contract line items or other contract requirements that may be affected by the alleged direction including any suspected delays or disruption of performance; and

(v) Any other information considered pertinent.

(2) Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform under this paragraph prior to receipt of the Contracting Officer's determination issued under paragraph (e) of this clause.

(e) The Contracting Officer shall promptly, after receipt of any notice made under paragraph (d) of this clause, respond to the notice in writing. The response shall --

(1) Confirm that the direction contained in the Contractor's notice was unauthorized and either authorize it by appropriate contract modification or countermand it;

(2) Deny that the direction contained in the Contractor's notice was outside the scope and limitations of the authority of the authorized representative who gave the direction and direct the Contractor to proceed immediately with the direction received or, when necessary, direct the mode of further performance; or

(3) In the event the information contained in the Contractor's notice is inadequate to make a decision under subparagraphs (e)(1) or (2) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(f) A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

#### G.6 WBR 1452.242-80 POSTAWARD CONFERENCE -- BUREAU OF RECLAMATION (JUL 1993)

(a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at Hoover Dam, Lower Colorado Dams Facilities Office, U.S. Highway 93, 3 miles east of Goldstrike Casino, outside Boulder City, Nevada.

(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

G.7 WBR 1452.243-80 MODIFICATION PROPOSALS -- BUREAU OF RECLAMATION  
(JAN 1998)

(a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the Changes clause of this contract), the Contractor shall:

(1) Comply with the contract time limits for submission of a proposal or as specified by the Contracting Officer;

(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit a detailed analysis of fair and reasonable price and comply with the requirements of the Change Order Accounting clause of this contract and comply with the requirements of the Equipment Ownership and Operating Expense clause of this contract;

(4) Furnish a written justification for any requested time extensions; and

(5) For any pricing adjustment expected to exceed \$500,000 (considering both increases and decreases) --

(i) Submit cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the Contracting Officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;

(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and

(iii) Comply with the requirements of either the Subcontractor Cost or Pricing Data clause or the the Subcontractor Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed 500,000.

(b) Under the Changes clause of this contract, failure of the Contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date specified by the Contracting Officer) may result in a unilateral adjustment of the contract by the Contracting Officer pursuant to the Disputes clause of this contract.

G.8 WBR 1452.232-903 INVOICE SUBMISSION REQUIREMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) The COR has been designated authority to approve invoices for progress payments under the contract. To ensure timely processing of progress payments under the contract, the designated billing office for such payments is: Mr. Jack Delp (LCD-C100), Bureau of Reclamation, Lower Colorado Dams Facilities Office, P.O. Box 60400, Boulder City NV 89006-0400.

(b) Final payment under the contract will be approved by the Contracting Officer. The final invoice will be approved pursuant to the Prompt Payment clause in the contract after all contract settlement actions are complete. To ensure timely processing, the designated billing office for the final invoice is Ms. Beverly Nelson (LC-3113), Bureau of Reclamation, Lower Colorado Region, P.O. Box 61470, Boulder City NV 89006.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 WBR 1452.223-81 SAFETY AND HEALTH -- BUREAU OF RECLAMATION (SEP 1997)

(a) The Contractor shall not require any laborer or mechanic employed in the performance of this contract (including subcontracts) to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety.

(b) In addition to the requirements of the Accident Prevention clause of this contract, the Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" (RSHS) manual.

(c)(1) The safety and health standards as referenced in subparagraph (b)(2) of the Accident Prevention clause may be obtained from any regional or area office of the Occupational Safety and Health Administration, U.S. Department of Labor.

(2) The RSHS manual as referenced in subparagraph (b) above can be ordered from: The Government Printing Office, Superintendent of Documents, North Capitol and H St. N.W., MS-SSMC - Room 566, Washington, D.C. 20401 (Stock item GPO-024-003-00178-3).

(d) The Contractor shall submit a written proposed safety program in the form and time intervals prescribed in section 2 of the RSHS manual and amendments or revisions thereto in effect on the date of the solicitation.

(e) In addition to any other provisions in the contract, the Contractor shall comply with all safety and material data submittal requirements contained in the RSHS manual and revisions thereto.

(f) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer (or authorized representative) in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in excess of \$2,500 occurring during performance of work under this contract.

(g) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(h) In the event there is a conflict between the requirements contained in any of the safety documents referenced herein, the more stringent requirements shall prevail.

### H.2 WBR 1452.232-81 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK -- BUREAU OF RECLAMATION (SEP 1995)

(a) General. The contract line item for mobilization and preparatory work should not exceed 5 percent of the total contract amount (see (d)(3), (4), and (5) below concerning payments



exceeding 5 percent) and shall be used by the Government to make payment to the Contractor in accordance with this clause for operations including, but not limited to, those necessary for --

- (1) Movement of personnel, equipment, supplies, and incidentals to the project site;
- (2) The establishment of offices, buildings, plants and other facilities, at the site (excludes temporary buildings (e.g. storage sheds, shops, offices) and utilities listed in the Operations and Storage Areas clause of this contract);
- (3) Payment of premiums for project bonds and insurance; and
- (4) Other work and operations which must be performed or costs incurred incident to the initiation of meaningful work at the site and for which the contract does not otherwise provide for payment.

(b) Facilities and equipment covered by mobilization work.

(1) All facilities, plant, and equipment which are established at, or brought to, the site shall be deemed to be subject to the provisions of this paragraph unless the Contracting Officer specifically provides other written authorization for a particular item or items.

(2) The Contractor shall be solely responsible for the adequacy, efficiency, use, protection, maintenance, repair, and preservation of all facilities, plant, and equipment on site.

(3) The facilities, plant, and equipment covered by this paragraph shall not be dismantled or removed from the site prior to completion of the work under the contract without the written authorization of the Contracting Officer.

(c) Termination for default. Should the Contractor be terminated for default as provided by the Default clause of this contract --

(1) All facilities, plant, and equipment on the site shall be subject to the Government's right to take possession of and utilize such items for the purpose of completing the work;

(2) The Contractor shall provide evidence of encumbrances, liens, or other security interests, to the Contracting Officer; and

(3) Any encumbrance, lien, or other security interest on such facilities, plant, or equipment shall be subordinated to the Government's rights under the Default clause of this contract to utilize all facilities, plant, and equipment to complete the work under the contract.

(d) Payment. Payment for mobilization and preparatory work under paragraph (a) of this clause shall be made at the contractor lump-sum price bid for this item as contained in the Schedule. Progress payments for mobilization and preparatory work shall be made as follows --

(1) In accordance with paragraph (g) of the Payments under Fixed Price Construction Contracts clause of this contract and upon submission of a proper invoice, the Government shall reimburse the Contractor for the total amount of premiums paid for performance and payment bonds as required by the Performance and Payment Bond Requirements clause of this contract and for any insurance which may be specified by this contract.

(2) Except as provided in (d)(1) above, progress payments for mobilization and preparatory work shall not be considered a separate division of work for the purposes of progress payments and shall be subject to retainage before payment of the total amount for this contract line item.

(3) When progress payments totaling 5 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the Government shall pay the Contractor 50 percent of the mobilization and preparatory work contract line item amount or 2.5 percent of the total original contract amount (whichever is lower) exclusive of any payment already made to the Contractor for performance and payment bond premiums and specified insurance under subparagraph (d)(1) of this clause.

(4) When progress payments totaling 10 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the balance of the amount for the mobilization and preparatory work contract line item or 2.5 percent of the total original contract amount (whichever is lower) shall be paid to the Contractor.

(5) If the amount bid for mobilization and preparatory work exceeds the total of the payments allowed under (3) and (4) above, the balance shall be paid when the contract is substantially complete as determined by the Contracting Officer.

### H.3 WBR 1452.223-900 SAFETY DATA SUBMITTAL REQUIREMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) Within 20 calendar days from the date it receives notice of award, the Contractor shall submit the following safety data to the Contracting Officer:

(1) The Contractor's current overall Experience Modification Rate (EMR) for Workers' Compensation Insurance applicable to the type of work to be performed under the contract (e.g., tunneling, concrete dams, canals) and to the State in which the work is to be performed. In any instance where the State establishes mandatory Workers' Compensation Insurance rates that are applicable to work to be performed under the contract within that State, those rates shall be submitted in lieu of the Contractor's current overall EMR;

(2) A copy of each Log and Summary of Occupational Injuries and Illnesses (Department of Labor Form OSHA-200), or its equivalent, completed by the Contractor during the 3 calendar years immediately preceding the calendar year in which it receives notice of award; and

(3) The Contractor's death and lost workday severity incidence rate for each of the 3 calendar years immediately preceding the calendar year in which it receives notice of award.

(b) The Contractor shall report any change in its overall EMR for Workers' Compensation Insurance (or to the mandatory State Workers' Compensation Insurance rates, where applicable) to the Contracting Officer within 15 calendar days from the date it receives notice of such change from its insurance carrier or the State Workers' Compensation Fund.

(c) The Contractor shall complete a Department of Labor Form OSHA-200, or its equivalent, for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

(d) The Contractor shall calculate its death and lost workday severity incidence rate for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

#### H.4 1452.210-70 BRAND NAME OR EQUAL--DEPARTMENT OF THE INTERIOR (JUL 1996) ALTERNATE I (JUL 1996)

(a) The definition for "brand name" includes identification of products by make and model.

(b) The Government has affixed the term "brand name or equal" to one or more requirements in this solicitation. Such description is intended to provide an example of the quality and characteristics the Government deems satisfactory to fulfill this requirement. Unless the bidder/offeror clearly indicates in its bid or proposal that it is offering an "equal" product, the bid/offer will be assumed to offer the brand name product referenced in this solicitation.

(c)(1) Bidders/offerors may offer "equal" products (including products of the brand name manufacturer other than the one described by brand name) if such products are clearly identified in the bids or proposals. The evaluation of bids or proposals and the determination as to equality of the product offered will be based on information furnished or identified by the bidder/offeror in its bid or proposal. The Contracting Officer is not responsible for locating or securing information which is not identified in the bid or proposal. Each bidder and offeror shall furnish as a part of its bid or proposal all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Contracting Officer to:

(i) establish exactly what the bidder/offeror proposes to furnish.

(ii) determine whether the product offered meets the salient characteristics required by the solicitation.

(2) If the bidder/offeror proposes to modify a product to make it conform to the requirements of the solicitation, the bid or proposal should contain a clear description of the proposed modification and clearly mark the descriptive material to show the proposed modification.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the solicitation will not be considered.

(d) The information for an “equal” product required by paragraph (c) to be submitted in the bid may be furnished after contract award for the products listed in the following table:

No. 1	Brand Name Specified	Manufacturer:	Ketema Corporation Schuttle & Koerting Division 2233 State Road Bensalem PA 19020 (215) 639-0900
		Make/Model/Catalog #:	Eductors
		Paragraph:	5.4.1 (21) Eductors
No. 2	Brand Name Specified	Manufacturer:	Wasser High-Tech Coatings 8401 S. 228th, Building 103 Kent WA 98032 (206) 850-2967
		Make/Model/Catalog #:	MC-Zinc, Primer
		Paragraph:	6.1.2.b. (2) Coatings categories classes
No. 3	Brand Name Specified	Manufacturer:	Wasser High-Tech Coatings 8401 S. 228th, Building 103 Kent WA 98032 (206) 850-2967
		Make/Model/Catalog #:	MC-Tar, Intermediate/Topcoat
		Paragraph:	6.1.2.b. (2) Coatings categories classes
No. 4	Brand Name Specified	Manufacturer:	Wasser High-Tech Coatings 8401 S. 228th, Building 103 Kent WA 98032 (206) 850-2967
		Make/Model/Catalog #:	MC-Miozinc, Primer
		Paragraph:	6.1.2.b. (2) Coatings categories classes
No. 5	Brand Name Specified	Manufacturer:	Sherwin Williams 101 Prospect Avenue, N.W. Cleveland OH 44115 (216) 566-2000
		Make/Model/Catalog #:	Corothane I - Zinc Primer, (B65AQ14)
		Paragraph:	6.1.2.b (2) Coatings categories classes

No. 6	Brand Name Specified	Manufacturer: Wasser High-Tech Coatings 8401 S. 228th, Building 103 Kent WA 98032 (206) 850-2967
		Make/Model/Catalog #: MC-Ferrox B, Intermediate Coat
		Paragraph: 6.1.2.b (2) Coatings categories classes
No. 7	Brand Name Specified	Manufacturer: Sherwin Williams 101 Prospect Avenue, N.W. Cleveland OH 44115 (216) 566-2000
		Make/Model/Catalog #: Corothane I, Ironox B, Intermediate Coat
		Paragraph: 6.1.2.b (2) Coatings categories classes
No. 8	Brand Name Specified	Manufacturer: Wasser High-Tech Coatings 8401 S. 228th, Building 103 Kent WA 98032 (206) 850-2967
		Make/Model/Catalog #: MC-Ferrox A, Topcoat
		Paragraph: 6.1.2.b (2) Coatings categories classes
No. 9	Brand Name Specified	Manufacturer: Sherwin Williams 101 Prospect Avenue, N.W. Cleveland OH 44115 (216) 566-2000
		Make/Model/Catalog #: Corothane I - Ironox A, Topcoat
		Paragraph: 6.1.2.b (2) Coatings categories classes
No. 10	Brand Name Specified	Manufacturer: Wasser High-Tech Coatings 8401 S. 228th, Building 103 Kent WA 98032 (206) 850-2967
		Make/Model/Catalog #: MC-Tar
		Paragraph: 6.1.2.b (2) Coatings categories classes

No. 11	Brand Name Specified	Manufacturer: Sherwin Williams 101 Prospect Avenue, N.W. Cleveland OH 44115 (216) 566-2000
		Make/Model/Catalog #: Corothane I -Coal Tar, (B65BQ11)
		Paragraph: 6.1.2.b (2) Coatings categories classes
No. 12	Brand Name Specified	Manufacturer: Devoe Coatings 4000 Dupont Circle Louisille KY 40207 (502) 897-9861
		Make/Model/Catalog #: Bar-Rust 236
		Paragraph: 6.1.2.b (2) Coatings categories classes
No. 13	Brand Name Specified	Manufacturer: Wasser High-Tech Coatings 8401 S. 228th, Building 103 Kent WA 98032 (206) 850-2967
		Make/Model/Catalog #: MC-Aluminum, topcoat
		Paragraph: 6.1.2.b (2) Coatings categories classes
No. 14	Brand Name Specified	Manufacturer: Sherwin Williams 101 Prospect Avenue, N.W. Cleveland OH 44115 (216) 566-2000
		Make/Model/Catalog #: Corothane I - Aluminum (B65SQ12), topcoat
		Paragraph: 6.1.2.b (2) Coatings categories classes

#### H.5 WBR 1452.211-81 EFFECTIVE DATES OF REFERENCED SPECIFICATIONS AND STANDARDS--BUREAU OF RECLAMATION (SEP 1997)

Materials, contractor design, construction work, and other requirements which are specified by reference to Federal Specifications, Federal Standards, or other standards, specifications, or codes shall be in compliance with the edition or revision date cited below.

Specification/Standard	Title	Date of Latest Edition
AISC	Manual of Steel Construction - Allowable Stress Design.	1995, 9th Edition
AISC	Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings	1995, 9th Edition
ANSI/ASME B1.1	Unified Inch Screw Threads (UN and UNR Thread Form)	1989
ANSI B16.1	Cast Iron Pipe Flanges and Flanged Fittings, Class 25, 125, 250, and 800 (includes revision service)	1989
ANSI B16.5	Pipe Flanges and Flanged Fittings (includes revision service)	1996
ANSI B16.9	Factory-Made Wrought Steel Butt welding Fittings (includes revision service)	1993
ANSI B16.20	Metallic Gaskets for Pipe Flanges D Ring Joint, Spiral Wounds and Jacketed	1993
ANSI/ASME B1.20.1	Title: Pipe Threads, General Purpose (Inch)	1983 (Rev 1992)
ANSI D6.1	Manual on Uniform Traffic Control Devices for Streets and Highways.	1978
ANSI/UL 347	High-Voltage Industrial Control Equipment	1995
ASME	Boiler and Pressure Vessel Code	1995
ASME B40.1	Gauges D Pressure Indicating Dial Type D Elastic Element	1991
ASTM A 36	Carbon Structural Steel	1996
ASTM A 53	Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless	1996
ASTM A 167	Stainless and Heat-Resisting Chromium- Nickel Steel Plate, Sheet, and Strip	1996
ASTM A 283	Low and Intermediate Tensile Strength Carbon Steel Plates	1993, Suppl a.
ASTM A 312	Seamless and Welded Austenitic Stainless Steel Pipes	1995, Suppl a., Edition 1

Specification/Standard	Title	Date of Latest Edition
ASTM A 325	Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength	1996
ASTM A 380	Cleaning, Descaling, and Passivation of Stainless Steel Parts, Equipment, and Systems	1996
ASTM A 403	Wrought Austenitic Stainless Steel Piping Fittings	1996
ASTM A 563	Carbon and Alloy Steel Nuts	1994
ASTM A 743	Castings, Iron-Chromium, Iron-Chromium-Nickel, Corrosion Resistant, for General Application	1995
ASTM A744	Castings, Iron-Chromium-Nickel, Corrosion Resistant, for Severe Service	1996
ASTM B 148	Aluminum-Bronze Sand Castings	1993, Supp a.
ASTM C 33	Concrete Aggregates	1993
ASTM C 94	Ready-Mixed Concrete	1996
ASTM C 150	Portland Cement	1996
ASTM C 881	Epoxy-Resin-Base Bonding Systems for Concrete	1990
ASTM C 1107	Packaged Dry, Hydraulic-Cement Grout (Nonshrink)	1991, Suppl a.
ASTM D 522	Mandrel Bend Test of Attached Organic Coatings	1993, Suppl a.
ASTM D 870	Testing Water Resistance of Coatings Using Water Immersion	1992
ASTM D 1141	Substitute Ocean Water	1990, 1992 Edition 1
ASTM D 2244	Calculation of Color Differences From Instrumentally Measured Color Coordinates	1993
ASTM D 2310	Machine-Made "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe	1991
ASTM D 2794	Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)	1993
ASTM D 3359	Measuring Adhesion by Tape Test	1995, Suppl a.
ASTM D 3363	Film Hardness by Pencil Test	1992, Suppl a.
ASTM D 4024	Machine Made "Fiberglass" (Glass-Fiber-Reinforced Thermosetting Resin) Flanges	1994



Specification/Standard	Title	Date of Latest Edition
ASTM D 4060	Abrasion Resistance of Organic Coatings by the Taber Abraser	1995
ASTM D 4214	89 Evaluating the Degree of Chalking of Exterior Paint Films	1989
ASTM D 4541	Abrasion Resistance of Organic Coatings by the Taber Abraser	1995, Edition 1
ASTM D 4587	Conducting Tests on Paint and Related Coatings and Materials Using a Fluorescent UV-Condensation Light- and Water-Exposure Apparatus	1991
ASTM F 436	Hardened Steel Washers	1993
ASTM G 8	Cathodic Disbonding of Pipeline Coatings	1990
ASTM G 14	Impact Resistance of Pipeline Coatings (Falling Weight Test)	1988
ASTM G 42	Cathodic Disbonding of Pipeline Coatings Subjected to Elevated Temperatures	1990
ASTM G 53	Operating Light- and Water-Exposure Apparatus (Fluorescent UV-Condensation Type) for Exposure of Nonmetallic Materials	1996
ASTM G 95	Cathodic Disbondment Test of Pipeline Coatings (Attached Cell Method)	1987, 1992 Edition 1
AWS A2.0	Welding Symbols	1993
AWS A3.0	Standard Welding Terms and Definitions	1994
AWS D1.1	Structural Welding Code-Steel	1996
AWWA C200	Steel Water Pipe	1996
AWWA C206	Field Welding of Steel Water Pipe	1991
AWWA C500	Metal Seated Gate Valves for Water Supply Service	1993, Addendum a.
AWWA C504	Rubber Seated Butterfly Valves	1994
AWWA C507	Ball Valves 64-inch through 48-inch	1991
AWWA C540	Power Actuating Devices for Valves, Sluice Gates	1993
Fed Spec WW-P-521	Pipe Fittings, Flange Fittings, and Flanges, Steel and Malleable Iron (Threaded and Butt Welding) Class 150	March 1990
Fed Standard No. 313	Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities	1996

Specification/Standard	Title	Date of Latest Edition
Fed Standard No. 595	Colors Used in Government Procurement	July 1994
MSS SP-110	Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends	1996
NACE No. 2	Near-White Metal Blast Cleaning (SSPC-SP 10)	1994
NACE No. 3	Commercial Blast Cleaning (SSPC-SP 6)	1994
SSPC-SP3	Power Tool Cleaning	1995
SSPC-SP6	Commercial Blast Cleaning	1994
SSPC-SP7	Brush-Off Blast Cleaning	1994
SSPC-SP10	Near-White Blast Cleaning	1994
SSPC-SP11	Power Tool Cleaning to Bare Metal	1995

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	DEFINITIONS (OCT 1995) ALTERNATE I (APR 1984)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.214-26	AUDIT AND RECORDS--SEALED BIDDING (OCT 1997)
52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION--SEALED BIDDING (OCT 1995)
52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING (OCT 1997)
52.214-29	ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)
52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996) ALTERNATE I (OCT 1995)
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCT 1995)
52.222-3	CONVICT LABOR (AUG 1996)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 1995)
52.222-6	DAVIS-BACON ACT (FEB 1995)
52.222-7	WITHHOLDING OF FUNDS (FEB 1988)
52.222-8	PAYROLLS AND BASIC RECORDS (FEB 1988)
52.222-9	APPRENTICES AND TRAINEES (FEB 1988)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
52.222-12	CONTRACT TERMINATION-DEBARMENT (FEB 1988)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)  
 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)  
 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)  
 52.222-26 EQUAL OPPORTUNITY (APR 1984)  
 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 1984)  
 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)  
 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)  
 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)  
 52.223-2 CLEAN AIR AND WATER (APR 1984)  
 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)  
 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)  
 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)  
 52.225-5 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JUN 1997)  
 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)  
 52.225-15 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (JUN 1997)  
 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)  
 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)  
 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)  
 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)  
 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)  
 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (SEP 1996)  
 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)  
 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)  
 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)  
 52.232-17 INTEREST (JUNE 1996)  
 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)  
 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)  
 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)  
 52.233-1 DISPUTES (OCT 1995) ALTERNATE I (DEC 1991)  
 52.233-3 PROTEST AFTER AWARD (AUG 1996)  
 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)  
 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)  
 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-16	QUANTITY SURVEYS (APR 1984) ALTERNATE I (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE I (APR 1984)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-4	CHANGES (AUG 1987)
52.243-6	CHANGE ORDER ACCOUNTING (APR 1984)
52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS) (FEB 1995)
52.246-21	WARRANTY OF CONSTRUCTION (APR 1984)
52.248-3	VALUE ENGINEERING--CONSTRUCTION (MAR 1989) ALTERNATE I (APR 1984)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value;

or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**I.3 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA  
(JAN 1997) ALTERNATE I (JUL 1995)**

(a) "Hazardous material" as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract.)

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL (If none, insert "None")	IDENTIFICATION NO.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.



#### I.4 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety,

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

#### I.5 52.228-14 IRREVOCABLE LETTER OF CREDIT (OCT 1997)

a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by

an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period.

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) Until completion of any warranty period for performance bonds only.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

<p style="text-align: center;">[Issuing Financial Institution's Letterhead or Name and Address]</p> <p><u>[Issue Date]</u></p> <p>IRREVOCABLE LETTER OF CREDIT NO. _____</p> <p><u>[Account party's name]</u></p> <p><u>[Account party's address]</u></p> <p>For Solicitation No. _____ (for reference only)</p> <p>TO: <u>[U.S. Government agency]</u></p> <p><u>[U.S. Government agency's address]</u></p> <p>1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.</p> <p>2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.</p> <p>3. <i>[This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.]</i> It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.</p> <p>4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.</p> <p>5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____. <i>[state of confirming financial institution, if any, otherwise state of issuing financial institution].</i></p> <p>6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.</p> <p>Sincerely,</p> <p><u>[Issuing financial institution]</u></p>
--

(f) The following format shall be used by the financial institution to confirm an ILC:

<p style="text-align: center;">[Confirming Financial Institution's Letterhead or Name and Address]</p> <p>_____, 19 ____</p> <p>Our Letter of Credit Advice Number _____</p> <p>Beneficiary: [U.S. Government agency]</p> <p>Issuing Financial Institution: _____</p> <p>Issuing Financial Institution's LC No.: _____</p> <p>Gentlemen:</p> <p>1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.</p> <p>2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.</p> <p>3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.</p> <p>4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:</p> <p style="padding-left: 40px;">(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or</p> <p style="padding-left: 40px;">(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.</p> <p>5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].</p> <p>6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.</p> <p>Sincerely,</p> <p><u>_____[Confirming financial institution]_____</u></p>
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(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

<p>SIGHT DRAFT</p> <p>[City, State]</p> <p>_____, 19 ____</p> <p>[Name and address of financial institution]</p> <p>Pay to the order of [Beneficiary Agency] the sum of United States \$_____. This draft is drawn under Irrevocable Letter of Credit No. _____.</p> <p>[Beneficiary Agency]</p> <p>By: _____</p>
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#### I.6 52.236-8 OTHER CONTRACTS (APR 1984) DEVIATION

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees. Other contract work which is anticipated to be performed at or near the site of this contract will be discussed at preconstruction conference.

#### I.7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

# I.8 1452.225-70 USE OF FOREIGN CONSTRUCTION MATERIALS--DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The Government has determined that the Buy American Act is not applicable to the following construction materials because they are not mined, produced, or manufactured in the U.S. in sufficient quantities of a satisfactory quality:

Acetylene, black	Ipecac, root
Agar, bulk	Iodine, crude
Anise	Kaurigum
Antimony, as metal or oxide	Lac
Asbestos, amosite, chrysotile, and crocidolite	Leather, sheepskin, hair type
Bananas	Lavender oil
Bauxite	Manganese
Beef, corned, canned	Menthol, natural bulk
Beef extract	Mica
Bephenium hydroxynapthoate	Microprocessor chips (brought onto a Government construction site as separate units for incorporation into building systems during construction or repair and alteration of real property)
Bismuth	Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts
Books, trade, text, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestic editions are not available	Nitroguanidine (also known as picrite)
Brazil nuts, unroasted	Nux vomica, crude
Cadmium, ores and flue dust	Oiticica oil
Calcium cyanamide	Olive oil
Capers	Olives (green), pitted or unpitted, or stuffed, in bulk
Cashew nuts	Opium, crude
Castor beans and castor oil	Oranges, mandarin, canned
Chalk, English	Petroleum, crude oil, unfinished oils, and finished products
Chestnuts	Pine needle oil
Chicle	Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars
Chrome ore or chromite	Pyrethrum flowers
Cinchona bark	Quartz crystals
Cobalt, in cathodes, rondelles, or other primary ore and metal forms	Quebracho
Cocoa beans	Quinidine
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form	Quinine
Coffee, raw or green bean	Rabbit fur felt
Colchicine alkaloid, raw	Radium salts, source and special nuclear materials
Copra	Rosettes
Cork, wood or bark and waste	Rubber, crude and latex
Cover glass, microscope slide	Rutile
Crane rail (85-pound per foot)	Santonin, crude
Cryolite, natural	Secretin
Dammar gum	Shellac
Diamonds, industrial, stones and abrasives	Silk, raw and unmanufactured
Emetine, bulk	Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available
Ergot, crude	Spices and herbs, in bulk
Erythrityl tetranitrate	Sugars, raw
Fair linen, altar	Swords and scabbards
Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra, and sisal	Talc, block, steatite
Goat and kidskins	Tantalum
Graphite, natural, crystalline, crucible grade	Tapioca flour and cassava
Hand file sets (Swiss pattern)	Tartar, crude; tartaric acid and cream of tartar in bulk
Handsewing needles	Tea in bulk
Hemp yarn	Thread, metallic (gold)
Hog bristles for brushes	Thyme oil
Hyoscine, bulk	Tin in bars, blocks, and pigs
	Triprolidine hydrochloride

Tungsten  
Vanilla beans  
Venom, cobra  
Wax, carnauba

Wire glass  
Woods; logs, veneer, and lumber of the following species:  
Alaskan yellow cedar, angelique, balsa, ekki, greenheart,  
lignum vitae, mahogany, and teak Yarn, 50 Denier rayon

(b) Offers based on the use of foreign construction materials other than those listed in (a) above may be acceptable if the Government determines that U.S. construction material is not available, would be impracticable or constitute an unreasonable price. Please contact the Contracting Officer with questions or comments concerning non-availability or impracticability of U.S. material.

(c) (1) Offers based upon use of foreign construction material for cost savings will be considered reasonable if the cost of each foreign construction material, plus 6 percent, is less than the cost of comparable U.S. construction material. The Contracting Officer shall compute the cost of each foreign construction material to include all delivery costs to the construction site, and any applicable duty (whether or not a duty-free entry certificate is issued). This evaluation shall be made for each foreign construction material included in the offer but not listed in subparagraph (a) above in this clause.

(2) Any contractor cost savings from post award approval to substitute foreign construction material for U.S. construction material shall be passed on to the Government.

(d) (1) This offer is based on the use of foreign construction material not listed in (a) above. For each foreign item proposed the offeror shall furnish the following information for the foreign material offered: item description, supplier, unit of measure, quantity, unit price, duty (even if a duty free certificate is issued), delivery costs, and total price and shall also identify information on a U.S. item comparable to the foreign item including: supplier, unit of measure, quantity, unit price, delivery costs and total price.

(2) If the Government rejects the use of foreign construction material listed under paragraph (d)(1) above, the Government will evaluate the Contractor's offer using the offeror's stated price for the comparable U.S. construction material, and the offeror shall be required to furnish such domestic construction material at the Contractor's originally offered price. In preaward situations, an offer which does not state a price for a comparable U.S. construction material will be rejected by the Government. In postaward situations an offer proposing foreign material which does not state the price for the comparable U.S. construction material will be rejected by the Government. The Contractor shall use comparable U.S. material for the project and any additional cost for the use of this U.S. material shall be absorbed by the Contractor.

#### I.9 1452.228-70 LIABILITY INSURANCE--DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an

insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

I.10 1452.204-70 RELEASE OF CLAIMS--DEPARTMENT OF THE INTERIOR (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.11 WBR 1452.228-84 CERTIFICATION OF REPRESENTATIVES FOR CORPORATE SURETIES --BUREAU OF RECLAMATION (SEP 1996)

(a) Each surety company bond, that purports to have been executed by an agent or attorney-in-fact for the corporate surety, shall --

(1) be accompanied by a power of attorney to the signatory agent or attorney-in-fact; and

(2) the power of attorney or attorney-in-fact shall have been executed by the corporate surety upon a date prior to the date of the execution of the bond; or



(3) be accompanied by a certification of the sureties to the effect that the power of attorney was in full force and effect upon the date of the bond.

I.12 WBR 1452.231-81 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE --  
BUREAU OF RECLAMATION (JUL 1997)

(a) Definitions. "Acquisition cost," as used in this clause means, the Contractor's original purchase price (including sales tax less salvage value) of an item of equipment including any and all accessories and expendable components required for utilization the item of equipment. For used equipment which is reconditioned and recapitalized, "acquisition cost" shall mean the adjusted amount resulting from the recapitalized value of the equipment as determined from the Contractor's accounting records.

"Equipment," as used in this clause, means equipment in sound workable condition at the construction work site, either owned or controlled by the Contractor or its subcontractors at any tier, or obtained from a commercial rental source, and furnished for use under this contract.

"Ownership cost," as used in this clause, means allowances for construction equipment depreciation and cost of facilities capital.

"Operating cost," as used in this clause, means the cost of operating equipment such as operating crew labor, servicing labor and equipment, labor and parts for all repairs and maintenance, fuel, oil, grease, supplies, tire wear and repair.

(b) Policy. (1) Equitable adjustments made in the price of this contract pursuant to the Changes, Differing Site Condition, Suspension of Work, or other clause of the contract, may include allowable ownership and operating costs for equipment. In accordance with FAR 31.105(d), allowable ownership and operating costs for each piece of equipment, or groups of similar serial or series equipment, shall be determined using actual cost data when such data are available from the Contractor's accounting records. When actual costs cannot be so determined or when actual cost data for a specific element of operating cost do not contain costs for individual pieces or types of equipment, the procedures in paragraph (d) of this clause shall be used to determine allowable costs (provided, in the case of operating costs, that the costs are reconciled to the Contractor's total cost for that operating element). For fully depreciated equipment, the procedures in paragraph (e) of this clause shall be used to determine allowable costs.

(c) Required data. In any request made for an equitable adjustment, the Contractor shall furnish to the Contracting Officer --

(1) A complete description of each item of equipment (including all accessory equipment attached thereto) to be used in connection with the work to be performed listing the date of manufacture, date of acquisition, make, model, size, capacity, mounting, and type of power;

(2) Evidence of the acquisition cost of new or used equipment to be used including all available current and historical supporting cost data. If evidence of acquisition cost is not provided by the Contractor or if the data provided are unacceptable to the Contracting Officer, the Contracting Officer may determine the acquisition cost by other appropriate means.

(d) Use of the predetermined rate schedule.

(1) When the Contracting Officer determines that allowable ownership and operating costs cannot be determined from the Contractor's accounting records, the U.S. Army Corps of Engineers pamphlet entitled "Construction Equipment Ownership and Operating Expense Schedule" (Schedule) for the State in which the construction site is located shall be used to calculate ownership and operating rates. Copies of the Schedules can be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

(2) For the purpose of determination of the hourly rates to be applied under this contract, working conditions shall be considered average, unless otherwise determined by the Contracting Officer.

(3) Rates for equipment not listed in the Schedule shall be calculated using the formulas in the Schedule. Alternatively, the Contracting Officer may determine to use rates in the Schedule for equipment comparable to the unlisted equipment, including horsepower and auxiliary features.

(e) Fully depreciated equipment. No depreciation or rental cost shall be allowed on equipment fully depreciated by the Contractor or by any division, subsidiary, parent company, or affiliate under common control. However, a reasonable rate for using fully depreciated equipment may be allowed by the Contracting Officer. Unless otherwise determined by the Contracting Officer, such hourly rate shall not exceed a value computed by multiplying the depreciation rate for the equipment (as shown in the Schedule table entitled "Construction Equipment Ownership and Operating Expense") by the economic index for the year of equipment manufacture (as shown in the Schedule table entitled "Economic Indexes for Construction Equipment"), divided by the economic index correspondingly with the year the Schedule is published. The year used for the basis of the rates in the Schedule is indicated in the table entitled "Equipment Age Adjustment Factors for Ownership Costs." Idle or standby time will not be paid for fully depreciated equipment.

(f) Idle or standby time. Equipment ownership costs for idle or standby time of equipment not fully depreciated shall be determined as follows:

(1) The allowable rate shall be made at 50 percent of the hourly rate for ownership costs if actual cost data are used. The maximum hours per week allowed shall not exceed 40 hours or the amount of hours regularly worked by the Contractor, whichever is less. No allowance shall be made for Saturdays, Sundays, or holidays, when work is not actually performed.

(2) If actual cost data cannot be determined, the rate shall be computed in accordance with the Schedule.

(3) No costs shall be allowed for time when the equipment would have been otherwise idle or was not in good operating condition.

(4) Periods of time less than 2 hours on which equipment is down for normal and regular servicing and for minor field repair or field maintenance shall be considered by the Contractor to be operating time rather than idle or standby time and such periods shall not be deducted from use or operating time.

(5) No costs are allowable for fully depreciated equipment.

(g) Rental. Allowable costs for renting or leasing of equipment shall be determined in accordance with FAR 31.105(d)(2)(ii) and 31.205-36.

#### I.13 WBR 1452.232-80 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) -- BUREAU OF RECLAMATION (DEC 1994)

(a) Pursuant to Section 12 of the Reclamation Project Act of 1939 (43 U.S.C. 388), incremental funding for this contract will be made available in accordance with this clause.

(b) Incremental funding is anticipated at the rates specified below for contract performance. This information is provided for planning purposes only and may not be fully representative of the funds actually allotted under this contract. The Government reserves the right to decrease the funding allotment when the Contracting Officer determines that the amount available is in excess of that required to meet funding requirements for a current fiscal year.

<u>FISCAL YEAR</u>	<u>FUNDING PERCENTAGE</u>
1998	50%
1999	50%

(c) For work identified in this contract , the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of specified work for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor shall not be obligated to continue performance of the contract work beyond that point. The Government shall not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for this work notwithstanding any contrary provisions of the Termination for Convenience of the Government clause of this contract.

(d) The Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will

approximate 75 percent of the total amount then allotted to the contract for performance of work. The notification shall state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the work. The notification shall also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of work funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (b) of this clause. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer shall terminate any work for which additional funds have not been allotted, pursuant to the Termination for Convenience of the Government clause of this contract.

(e) When additional funds are allotted for continued performance of the work, the contract will be unilaterally modified to reflect the change. The provisions of paragraph (c) through (e) of this clause will apply in like manner to the additional allotted funds, and the contract will be modified accordingly. The Contracting Officer is the only person authorized to unilaterally modify the contract to increase or decrease the amount of funds allotted to this contract.

(f) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the work identified in paragraph (b) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of work, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(g) The Government may at any time prior to termination allot additional funds for the performance of the work under the contract .

(h) The termination provisions of this clause do not limit the rights of the Government under the Default clause of this contract. This clause is inapplicable once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (f) of this clause.

(i) Change orders shall not be considered authorization to exceed the total amount allotted by issuance of previous modifications to the contract. If additional funds beyond those previously allotted are required for performance of the change, the change order will contain an increase in the fund allotment.

(j) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

I.14 WBR 1452.233-80 CLAIMS ACCOUNTING -- BUREAU OF RECLAMATION (JUL 1993)

The Contractor shall maintain separate accounting records substantially the same as prescribed under the Change Order Accounting Clause at FAR 52.243-6 on any claim for adjustment of contract price that may exceed \$50,000 under this contract.

I.15 WBR 1452.214-912 ORDER OF PRECEDENCE - DRAWINGS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) For the purposes of Order of Precedence, any drawings included with this solicitation shall be considered to supplement the specifications regardless of where they may appear. Any inconsistency between the drawings and the specifications shall be resolved by giving precedence to the specifications.

(b) Anything shown on the drawings and not mentioned in the specifications or called for in the specifications and not shown on the drawings, shall be furnished the same as if it were called for or shown in both.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

J.1 WBR 1452.214.906 LIST OF CONTRACT DOCUMENTS--BUREAU OF RECLAMATION--  
LOWER COLORADO REGION (NOV 1996)

<u>Attachment No.</u>	<u>Title</u>	<u>No. of Pages</u>
1.	Specifications	86
2.	U.S. Department of Labor Wage Determination(s)	
	AZ980006, Mod 0, 2/13/98	5
	AZ980016, Mod 0, 2/13/98	9
	NV980001, Mod 1, 3/13/98	29
	NV980005, Mod 0, 2/13/98	32
3.	Bid Guarantee (SF-24)	2
4.	Release of Claims (DI-137)	1
5.	Drawings	22

J.2 WBR 1452.214.905 APPLICABILITY OF DOCUMENTS--BUREAU OF RECLAMATION--  
LOWER COLORADO REGION (NOV 1996)

The documents, exhibits, and other attachments which are identified in this Section J, apply to and are a part of this contract. In the event that any document is missing in whole or in part from this document when received, the Contracting Officer shall be notified immediately.

PART IV - REPRESENTATIONS AND INSTRUCTIONS



SECTION K - REPRESENTATIONS, CERTIFICATIONS,  
AND OTHER STATEMENT OF OFFERORS  
(This section will be removed from the contract document)

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the method of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above .....  
..... [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO  
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## K.3 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

## (a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

## (c) Taxpayer Identification Number (TIN).

- ☐ TIN:\_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis.\_\_\_\_\_

## (d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

K.4 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

(a) Representation. The offeror represents that it ( ) is, ( ) is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.5 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax invasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this

provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### K.7 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a non-profit organization, or ☐ a joint venture; or

(b) If the bidder is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country)

#### K.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1796.

(2) The small business size standard is \$7.0 million average annual receipts for an offeror's preceding 3 fiscal years].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

## (c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### K.9 52.219-2 EQUAL LOW BIDS (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

#### K.10 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(a) Definition

Emerging Small Business - as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [ ] is, [ ] is not an emerging small business .

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)



Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer.....	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100.....	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250.....	<input type="checkbox"/> \$2,000,002 - \$3.5 million
<input type="checkbox"/> 251 - 500.....	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750.....	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000.....	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

K.11 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the equal opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

# NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

## K.12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

- (a) It ☐ has ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

## K.13 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract ☐ is, ☐ is not listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

## K.14 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.15 WBR 1452.209-900 BIDDER RESPONSIBILITY DATA--BUREAU OF RECLAMATION--  
LOWER COLORADO REGION (NOV 1996)

(a) To assist the Contracting Officer in making an affirmative determination of responsibility pursuant to Federal Acquisition Regulation, Part 9, each bidder shall provide a list of all Government and commercial contracts performed during the past year. If additional space is required, the list may be continued on a plain piece of paper which shall be properly identified and attached to the bid submittal documents.

CUSTOMER	CONTACT POINT & PHONE NUMBER	CONTRACT NUMBER	CONTRACT AMOUNT	EST/ACTUAL COMPLETION DATE

K.16 WBR 1452.225-903 OFFERS BASED ON FOREIGN CONSTRUCTION MATERIALS--  
BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) Any offer based on the use of one or more foreign construction materials shall include data, in the format listed in paragraph (b) below, clearly demonstrating that the cost of each foreign construction material, plus 6 percent, is less than the cost of each comparable domestic construction material. The cost of construction material shall be computed by including all delivery costs of the construction material, and any applicable duty whether or not a duty-free entry certificate may be issued.

(b) For evaluation purposes under paragraph (a) above, the following information shall be included in the offer for the use of one or more foreign construction materials:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS COST COMPARISON

Construction Material Description	Unit	Quantity	Cost including all delivery costs to construction site <sup>1</sup> (dollars)
Item 1. (a) Foreign Construction Material:			\$ _____
(b) Comparable domestic construction material:			\$ _____
Item 2. (a) Foreign construction material:			\$ _____
(b) Comparable domestic construction material:			\$ _____
<sup>2</sup>			

<sup>1</sup> Include applicable duty for foreign material.

<sup>2</sup> If additional materials are offered, continue on a separate page containing the same format.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
(This section will be removed from the contract document)

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

52.214-1	SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)
52.214-4	FALSE STATEMENTS IN BIDS (APR 1984)
52.214-5	SUBMISSION OF BIDS (MAR 1997)
52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)
52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)
52.214-18	PREPARATION OF BIDS--CONSTRUCTION (APR 1984)
52.214-19	CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

L.2 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (AUG 1996)

(a) A single copy of each specification cited in this solicitation is available without charge from the GSA Federal Supply Service Bureau Specifications Section (3FBP-W), 470 East L'Enfant Plaza, SW., Suite 8100, Washington, DC 20407 (Tel. 202-755-0325 or 755-0326). Additional copies may be purchased from the GSA Specifications Section in Washington, DC.

(b) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

L.3 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

(a) Information on standards which are identified in the specifications by dual acronyms, for example, ANSI/ASTM, indicating the American National Standards Institute and sponsorship by the American Society for Testing Materials or other sponsoring organization, may be obtained from the appropriate sponsoring organization.

(b) For various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof herein shall be considered synonymous with the Bureau of Reclamation. The address in (a) above may also be used to order the various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named the Water and Power Resources Service.

(c) The specifications cited in this solicitation may be obtained from one or more of the addresses listed below.

ACRONYM	TITLE	ADDRESS	PHONE/FAX
AISC	American Inst. of Steel Construction	One E. Wacker Dr., Suite 3100 Chicago IL 60601-2001	312-364-1222 or 800-644-2400 312-670-5403
ANSI	American National Standards Institute	11 West 42nd St. New York NY 10036 Email: <a href="http://www.ansi.org/">http://www.ansi.org/</a>	212-642-4900 212-302-1286
ASME	American Society of Mechanical Engineers	345 East 47th Street, New York NY 10017	212-705-7722
ASTM	American Society for Testing and Materials	1916 Race St., Philadelphia PA 19103-1187	215-299-5400
AWS	American Welding Society	P.O. Box 351040, Miami FL 33135	305-443-9353 305-443-7559
AWWA	American Water Works Association, Inc.	6666 West Quincy Avenue, Denver CO 80235	303-794-7711 or 800-926-7337 303-795-1989
	National Technical Information Service <sup>1</sup>	5285 Port Royal Road Springfield VA 22161	703-487-4650 or 1-800-553-6847
	Bureau of Reclamation <sup>2</sup>	Attn: D-8170, P.O. Box 25007, Denver CO 80225	303-236-8345
FS	Federal Specifications	General Services Administration, Federal Supply Service Bureau, 470 L'Enfant Plaza, S.W. Washington DC 20407 Email: <a href="http://pub.fss.gsa.gov/hl-pub.html">http://pub.fss.gsa.gov/hl-pub.html</a>	202-619-8925

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<sup>1</sup>Bureau of Reclamation Design Standards

<sup>2</sup>Bureau of Reclamation Standard Specifications

MS	Military Specifications	Standardization Documents Order Desk, Building 4, Section D, 700 Robins Ave., Philadelphia PA 19111-5094	215-697-2179 215-697-2978
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry	127 Park St., NE, Vienna VA 22180-4602	703-281-6613 703-281-6671
NACE	National Association of Corrosion Engineers	P.O. Box 218340, Houston TX 77218	713-492-0535 713-492-8254
SSPC	Steel Structures Painting Council	4516 Henry St., Pittsburgh PA 15213	412-687-1113

**L.4 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (APR 1984)**

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE		GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE	
Mohave Cty, Arizona	19.6%	Mohave Cty, Arizona	6.9%
Clark Cty, Nevada	13.9%	Clark Cty, Nevada	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

- (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order



11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

(1) Name, address, and telephone number of the subcontractor;

(i) Employer identification number of the subcontractor;

(2) Estimated dollar amount of the subcontract;

(3) Estimated starting and completion dates of the subcontract; and

(4) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Mohave County, Arizona and Clark County, Nevada.

#### L.5 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the total price bid for the Schedule.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 15 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

L.6 52.233-2 SERVICE OF PROTEST (AUG 1996) DEPARTMENT OF INTERIOR  
(JUL 1996) (DEVIATION)

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

L.7 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Mr. Donald Bader  
Bureau of Reclamation  
Lower Colorado Dams Facilities Office  
P.O. Box 60400  
Boulder City NV 89006-0400  
Telephone No. 720-293-8248

L.8 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.9 WBR 1452.211-80 NOTICE OF INTENT TO ACQUIRE METRIC PRODUCTS AND SERVICES--BUREAU OF RECLAMATION (MAR 1993)

(a) Metric Transition Plan. The Department of the Interior on December 6, 1991, issued a Metric Transition Program (Part 758 Department Manual Chapter 1) to establish and describe the program's policies and responsibilities. The Bureau of Reclamation (Reclamation), has developed a Metric Transition Plan to implement metrication in Reclamation. This plan describes Reclamation's overall strategy for using the metric system, defines general requirements and procedures for carrying out the transition, and details the tasks with milestones for Reclamation offices to complete.

(b) The Omnibus Trade and Competitiveness Act of 1988 (Trade Act).

(1) Section 5164 of Public Law 100-418, the Trade Act, amended the Metric Conversion Act of 1975 and designated the metric system of weights and measures for United States trade and commerce.

(2) The Trade Act establishes September 30, 1992, as the implementation date (to the extent economically feasible) for Federal agencies to use the metric system of measurement in its procurements, grants, and other business-related activities.

(3) The Trade Act permits exceptions to the use of the metric system to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms, such as when foreign competitors are producing competing products in non-metric units.

(4) As a result of the Trade Act, the President issued Executive Order 12770 dated July 25, 1991, to implement the congressional designation of the metric system as the preferred system of weights and measures for United States trade and commerce.

(c) Bureau of Reclamation Implementation. As a result of the Trade Act, Reclamation will, to the maximum extent practicable, use hard conversion and soft conversion metric systems in designing its construction projects, eventually phasing out use of the soft conversion metric system. Exceptions to this policy will only be made when such use is impractical, produces inefficiencies or market losses, or is not economically feasible.

(d) Expected Results. Reclamation expects its support of the metric system to result in increased use of the metric system by U.S. contractors, thereby increasing their ability to compete in the international marketplace. Increasing use of the metric system by U.S. contractors will eliminate possible restrictions on their bidding in the international marketplace and will eliminate any impact of economic blocks by metric countries restricting the acceptance of non-metric products.

L.10 WBR 1452.233-80 AGENCY PROCUREMENT PROTESTS -- BUREAU OF RECLAMATION (SEP 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:

(1) Protest to the contracting officer;

(2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or

(3) Appeal a contracting officer's decision to the Bureau Procurement Chief.

(c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.

(d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

SECTION M - EVALUATION FACTORS FOR AWARD  
(This section will be removed from the contract document)

M.1 WBR 1452.225-82 NOTICE OF TRADE AGREEMENTS ACT EVALUATIONS --  
BUREAU OF RECLAMATION (FEB 1996)

In accordance with the Agreement on Government Procurement, as amended by the Uruguay Round Agreements Act (Pub. L. 103-465), and other trade agreements, The Trade Agreements Act applies to Bureau of Reclamation acquisitions. Reclamation will evaluate acquisitions at or above the dollar thresholds listed below without regard to the restrictions of the Buy American Act:

(a) Construction (\$7,311,000);

(b) Supplies or services:

- (1) Mexico (\$50,000);
- (2) Canada (\$190,000);
- (3) Israel (\$190,000); and
- (4) All other designated countries (\$190,000).

M.2 WBR 1452.214-901 AWARD CRITERIA--BUREAU OF RECLAMATION--LOWER  
COLORADO REGION (NOV 1996)

Award will be made, in accordance with that provision of Section L entitled, "Contract Award-Sealed Bidding," to the lowest responsible, responsive bidder whose bid is in compliance with all requirements of this solicitation. The determination of responsibility will be made in accordance with the Federal Acquisition Regulation, Subpart 9.1, Responsible Prospective Contractors.

M.3 WBR 1452.225-900 EVALUATION OF CONSTRUCTION MATERIALS UNDER THE  
BUY AMERICAN ACT--BUREAU OF RECLAMATION--LOWER COLORADO REGION  
(NOV 1996)

(a) In order for offers to fully comply with the requirements of the clause at FAR 52.225-5, Buy American Act--Construction Materials, and to provide for proper evaluation of offers proposing use of foreign construction materials under paragraph (b) of the provision entitled 1452.225-903 Offers Based on Foreign Construction Materials--Bureau of Reclamation--Lower Colorado Region, offerors shall comply with the requirements of this provision.

(b) A construction material cannot qualify as a domestic material unless the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(c) Only the construction material and its components shall be included in calculating the cost of a domestic construction material. To qualify as a component, an item must be incorporated directly into the construction material.

(d) With the exception of the circumstance identified in (e) below, any costs associated with operations necessary to incorporate a domestic component into an existing foreign construction material shall not be considered in calculating domestic component costs. Direct labor, overhead, packaging, testing, evaluation, or other related costs incurred in completing the end-product shall not be included as part of the total cost of the construction material's components. The total cost of the construction material (i.e., price minus profit) is irrelevant since total cost may include costs other than component costs.

(e) If a manufacturer which produces a component also incorporates it into the existing foreign construction material, the manufacturing costs incurred in producing the component (e.g., direct labor, overhead, packaging, testing, and evaluation) shall be included as part of the total cost of the construction material's components.

(f) In calculating the cost of a foreign or domestic component in a construction material, such cost shall include any (1) freight cost to ship the component from its manufacturing source to the point of inclusion in the construction material, (2) tariff costs, and (3) customs duty on foreign components (duty must be added whether or not a duty-free certificate is issued).

(g) If requested by the Contracting Officer, offerors shall furnish additional information to support the basis for calculating the cost of any foreign material and comparable domestic construction material furnished (see paragraph (d) of the clause entitled 1452.225-70 Use of Foreign Construction Materials--Department of the Interior).